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## NOTICE OF ALLOWANCE AND FEE(S) DUE

26646 7590 05/14/2009

KENYON & KENYON LLP  
ONE BROADWAY  
NEW YORK, NY 10004

EXAMINER

SHRESTHA, BIJENDRA K

ART UNIT

PAPER NUMBER

3691

DATE MAILED: 05/14/2009

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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09/981,642 10/16/2001

Peter Melchior

13364/1026

7016

TITLE OF INVENTION: PROVIDING CARGO INSURANCE IN A FULL SERVICE TRADE SYSTEM

APPLN. TYPE	SMALL ENTITY	ISSUE FEE DUE	PUBLICATION FEE DUE	PREV. PAID ISSUE FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	YES	\$755	\$300	\$0	\$1055	08/14/2009

**THE APPLICATION IDENTIFIED ABOVE HAS BEEN EXAMINED AND IS ALLOWED FOR ISSUANCE AS A PATENT. PROSECUTION ON THE MERITS IS CLOSED. THIS NOTICE OF ALLOWANCE IS NOT A GRANT OF PATENT RIGHTS. THIS APPLICATION IS SUBJECT TO WITHDRAWAL FROM ISSUE AT THE INITIATIVE OF THE OFFICE OR UPON PETITION BY THE APPLICANT. SEE 37 CFR 1.313 AND MPEP 1308.**

**THE ISSUE FEE AND PUBLICATION FEE (IF REQUIRED) MUST BE PAID WITHIN THREE MONTHS FROM THE MAILING DATE OF THIS NOTICE OR THIS APPLICATION SHALL BE REGARDED AS ABANDONED. THIS STATUTORY PERIOD CANNOT BE EXTENDED. SEE 35 U.S.C. 151. THE ISSUE FEE DUE INDICATED ABOVE DOES NOT REFLECT A CREDIT FOR ANY PREVIOUSLY PAID ISSUE FEE IN THIS APPLICATION. IF AN ISSUE FEE HAS PREVIOUSLY BEEN PAID IN THIS APPLICATION (AS SHOWN ABOVE), THE RETURN OF PART B OF THIS FORM WILL BE CONSIDERED A REQUEST TO REAPPLY THE PREVIOUSLY PAID ISSUE FEE TOWARD THE ISSUE FEE NOW DUE.**

### HOW TO REPLY TO THIS NOTICE:

I. Review the SMALL ENTITY status shown above.

If the SMALL ENTITY is shown as YES, verify your current SMALL ENTITY status:

A. If the status is the same, pay the TOTAL FEE(S) DUE shown above.

B. If the status above is to be removed, check box 5b on Part B - Fee(s) Transmittal and pay the PUBLICATION FEE (if required) and twice the amount of the ISSUE FEE shown above, or

If the SMALL ENTITY is shown as NO:

A. Pay TOTAL FEE(S) DUE shown above, or

B. If applicant claimed SMALL ENTITY status before, or is now claiming SMALL ENTITY status, check box 5a on Part B - Fee(s) Transmittal and pay the PUBLICATION FEE (if required) and 1/2 the ISSUE FEE shown above.

II. PART B - FEE(S) TRANSMITTAL, or its equivalent, must be completed and returned to the United States Patent and Trademark Office (USPTO) with your ISSUE FEE and PUBLICATION FEE (if required). If you are charging the fee(s) to your deposit account, section "4b" of Part B - Fee(s) Transmittal should be completed and an extra copy of the form should be submitted. If an equivalent of Part B is filed, a request to reapply a previously paid issue fee must be clearly made, and delays in processing may occur due to the difficulty in recognizing the paper as an equivalent of Part B.

III. All communications regarding this application must give the application number. Please direct all communications prior to issuance to Mail Stop ISSUE FEE unless advised to the contrary.

**IMPORTANT REMINDER: Utility patents issuing on applications filed on or after Dec. 12, 1980 may require payment of maintenance fees. It is patentee's responsibility to ensure timely payment of maintenance fees when due.**

# **PART B - FEE(S) TRANSMITTAL**

**Complete and send this form, together with applicable fee(s), to: Mail**

**Mail Stop ISSUE FEE  
Commissioner for Patents  
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**INSTRUCTIONS:** This form should be used for transmitting the ISSUE FEE and PUBLICATION FEE (if required). Blocks 1 through 5 should be completed where appropriate. All further correspondence including the Patent, advance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 1, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

CURRENT CORRESPONDENCE ADDRESS (Note: Use Block 1 for any change of address)

Note: A certificate of mailing can only be used for domestic mailings of the Fee(s) Transmittal. This certificate cannot be used for any other accompanying papers. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing or transmission.

26646 7590 05/14/2009

**KENYON & KENYON LLP  
ONE BROADWAY  
NEW YORK, NY 10004**

## **Certificate of Mailing or Transmission**

I hereby certify that this Fee(s) Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Mail Stop ISSUE-FEE address above, or being facsimile transmitted to the USPTO (571) 273-2885, on the date indicated below.

(Depositor's name)
(Signature)
(Date)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,642	10/16/2001	Peter Melchior	13364/1026	7016

**TITLE OF INVENTION: PROVIDING CARGO INSURANCE IN A FULL SERVICE TRADE SYSTEM**

APPLN. TYPE	SMALL ENTITY	ISSUE FEE DUE	PUBLICATION FEE DUE	PREV. PAID ISSUE FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	YES	\$755	\$300	\$0	\$1055	08/14/2009

EXAMINER	ART UNIT	CLASS-SUBCLASS
SHRESTHA, BUJENDRA K	3691	705-037000

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363).

☐ Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.

☐ "Fee Address" indication (or "Fee Address" Indication form PTO/SB/147; Rev 03-02 or more recent) attached. **Use of a Customer Number is required.**

2. For printing on the patent front page, list

(1) the names of up to 3 registered patent attorneys or agents OR, alternatively,

1

(2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is listed, no name will be printed.

2

3

3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type)

PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. If an assignee is identified below, the document has been filed for recordation as set forth in 37 CFR 3.11. Completion of this form is NOT a substitute for filing an assignment.

(A) NAME OF ASSIGNEE

(B) RESIDENCE: (CITY and STATE OR COUNTRY)

Please check the appropriate assignee category or categories (will not be printed on the patent): ☐ Individual ☐ Corporation or other private group entity ☐ Government

4a. The following fee(s) are submitted:

- ☐ Issue Fee  
☐ Publication Fee (No small entity discount permitted)  
☐ Advance Order - # of Copies \_\_\_\_\_

4b. Payment of Fee(s): (Please first reapply any previously paid issue fee shown above)

- ☐ A check is enclosed.  
☐ Payment by credit card. Form PTO-2038 is attached.  
☐ The Director is hereby authorized to charge the required fee(s), any deficiency, or credit any overpayment, to Deposit Account Number \_\_\_\_\_ (enclose an extra copy of this form).

5. **Change in Entity Status** (from status indicated above)

☐ a. Applicant claims SMALL ENTITY status. See 37 CFR 1.27.

☐ b. Applicant is no longer claiming SMALL ENTITY status. See 37 CFR 1.27(g)(2).

NOTE: The Issue Fee and Publication Fee (if required) will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the United States Patent and Trademark Office.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or printed name \_\_\_\_\_ Registration No. \_\_\_\_\_

This collection of information is required by 37 CFR 1.311. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, Virginia 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

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09/981,642	10/16/2001	Peter Melchior	13364/1026	7016
26646	7590	05/14/2009		
KENYON & KENYON LLP ONE BROADWAY NEW YORK, NY 10004				
EXAMINER SHRESTHA, BIJENDRA K				
			ART UNIT	PAPER NUMBER

3691

DATE MAILED: 05/14/2009

## Determination of Patent Term Adjustment under 35 U.S.C. 154 (b) (application filed on or after May 29, 2000)

The Patent Term Adjustment to date is 1386 day(s). If the issue fee is paid on the date that is three months after the mailing date of this notice and the patent issues on the Tuesday before the date that is 28 weeks (six and a half months) after the mailing date of this notice, the Patent Term Adjustment will be 1386 day(s).

If a Continued Prosecution Application (CPA) was filed in the above-identified application, the filing date that determines Patent Term Adjustment is the filing date of the most recent CPA.

Applicant will be able to obtain more detailed information by accessing the Patent Application Information Retrieval (PAIR) WEB site (<http://pair.uspto.gov>).

Any questions regarding the Patent Term Extension or Adjustment determination should be directed to the Office of Patent Legal Administration at (571)-272-7702. Questions relating to issue and publication fee payments should be directed to the Customer Service Center of the Office of Patent Publication at 1-(888)-786-0101 or (571)-272-4200.

**Notice of Allowability****Application No.**

09/981,642

**Examiner**

BIJENDRA K. SHRESTHA

**Applicant(s)**

MELCHIOR ET AL.

**Art Unit**

3691

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address--**

All claims being allowable, PROSECUTION ON THE MERITS IS (OR REMAINS) CLOSED in this application. If not included herewith (or previously mailed), a Notice of Allowance (PTOL-85) or other appropriate communication will be mailed in due course. **THIS NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT RIGHTS.** This application is subject to withdrawal from issue at the initiative of the Office or upon petition by the applicant. See 37 CFR 1.313 and MPEP 1308.

1. ☒ This communication is responsive to 02/26/2009.
2. ☒ The allowed claim(s) is/are 2,10,12,13,20,22-24,39,40 and 42-44.
3. ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some\* c) ☐ None of the:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this national stage application from the International Bureau (PCT Rule 17.2(a)).

\* Certified copies not received: \_\_\_\_\_.

Applicant has THREE MONTHS FROM THE "MAILING DATE" of this communication to file a reply complying with the requirements noted below. Failure to timely comply will result in ABANDONMENT of this application.

**THIS THREE-MONTH PERIOD IS NOT EXTENDABLE.**

4. ☐ A SUBSTITUTE OATH OR DECLARATION must be submitted. Note the attached EXAMINER'S AMENDMENT or NOTICE OF INFORMAL PATENT APPLICATION (PTO-152) which gives reason(s) why the oath or declaration is deficient.
5. ☐ CORRECTED DRAWINGS (as "replacement sheets") must be submitted.  
(a) ☐ including changes required by the Notice of Draftsperson's Patent Drawing Review (PTO-948) attached  
1) ☐ hereto or 2) ☐ to Paper No./Mail Date \_\_\_\_\_.  
(b) ☐ including changes required by the attached Examiner's Amendment / Comment or in the Office action of Paper No./Mail Date \_\_\_\_\_.  
**Identifying indicia such as the application number (see 37 CFR 1.84(c)) should be written on the drawings in the front (not the back) of each sheet. Replacement sheet(s) should be labeled as such in the header according to 37 CFR 1.121(d).**
6. ☐ DEPOSIT OF and/or INFORMATION about the deposit of BIOLOGICAL MATERIAL must be submitted. Note the attached Examiner's comment regarding REQUIREMENT FOR THE DEPOSIT OF BIOLOGICAL MATERIAL.

**Attachment(s)**

1. ☐ Notice of References Cited (PTO-892)
2. ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3. ☒ Information Disclosure Statements (PTO/SB/08),  
Paper No./Mail Date 09/12/2008
4. ☐ Examiner's Comment Regarding Requirement for Deposit of Biological Material
5. ☐ Notice of Informal Patent Application
6. ☐ Interview Summary (PTO-413),  
Paper No./Mail Date \_\_\_\_\_
7. ☒ Examiner's Amendment/Comment
8. ☐ Examiner's Statement of Reasons for Allowance
9. ☐ Other \_\_\_\_\_.

/Hani M. Kazimi/  
Primary Examiner, Art Unit 3691

### **EXAMINER STATEMENT**

1. This action is responsive to the amendment filed on 12/4/2008 and examiner's amendment filed 2/26/2009. Of the original claims 2, 10-13, 20, 22-24, 28-44, claims 2, 10, 12 and 39 have been amended, and claims 11, 25-38 and 41 have been canceled by applicants' amendment. Therefore, claims 2, 10, 12, 13, 22-24, 39-40 and 42-44 are under consideration for prosecution of this application.

### ***Summary of this Office Action***

2. Applicants' arguments filed on 12/04/2008, and examiner's amendment filed on 02/26/2009 have been fully considered, and discussed in the next section below, are deemed to be persuasive. Therefore, claims 2, 10, 12, 13, 22-24, 39-40 and 42-44 are deemed to be allowable over the prior art of record, and applicants' request for allowance is respectfully granted.

### **EXAMINER'S AMENDMENT**

3. An examiner's amendment to the record appears below. Should the changes and/or additions be unacceptable to applicant, an amendment may be filed as provided by 37 CFR 1.312. To ensure consideration of such an amendment, it MUST be submitted no later than the payment of the issue fee.

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4. Authorization for this examiner's amendment was given in a telephone interview with attorney James Golladay (registration # 58,182) on February 26-27, 2009. The application has been amended as follows:

1. *(Canceled)*

2. *(Currently Amended)* *A computerized system for facilitating transactions in goods over an electronic communication network, the system comprising:*

*a processor;*

~~*an electronic communication device;*~~

*an electronic storage device;*

*wherein the processor is configured to:*

*allow electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and electronically store the purchase order agreement;*

~~*receive electronic evidence via the electronic communication device that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;*~~

*store the electronic evidence to the electronic storage device that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;*

*electronically provide an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction, wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer;*

*electronically evaluate whether the seller has complied with the seller's obligations as defined by the purchase order agreement;*

*electronically provide a payment instruction ~~via the electronic communication device~~ if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement;*

*receive electronic evidence ~~via the electronic communication device~~ that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement;*

*store the electronic evidence to the electronic storage device that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement;*

*determine, based upon one or more shipping terms comprising one or more International Commercial (Inco) shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time;*

*automatically calculate a cargo insurance premium required to purchase the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods; and*

*determine that the cargo insurance, if purchased, must be purchased together by the seller and the buyer through the system such that the seller agrees to pay a first percentage of the premium required to obtain the cargo insurance and the buyer agrees to pay a second percentage of the premium.*

3-9. (Canceled)

10. (Previously Amended) The system of claim 2, the processor further configured to determine that an obligation to pay the insurance premium must be

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*shared between the seller and the buyer such that each of the seller and the buyer are obligated to pay a specified percentage determined by the system.*

11. *(Canceled)*

12. *(Previously Amended) The system of claim 2, the processor further configured to determine the first percentage and the second percentage, wherein the first percentage and the second percentage are determined to correspond with a ratio of the seller's risk of loss in relation to the one or more goods occurring during shipping and the buyer's risk of loss in relation to the one or more goods occurring during shipping.*

13. *(Original) The system of claim 12, wherein the ratio is determined based upon one or more shipping terms agreed to by the seller and the buyer and electronically stored by the system.*

14-19. *(Canceled)*

20. *(Original) The system of claim 2, wherein the cargo insurance insures against risk in connection with at least one of noninsurance of the one or more goods, underinsurance of the one or more goods, and partial insurance of the one or more goods.*

21. *(Canceled)*

22. *(Original) The system of claim 2, wherein the cargo insurance insures against risk of loss in connection with damage to the goods.*

23. *(Original) The system of claim 2, wherein the cargo insurance insures against risk of at least one of loss of the goods and loss resulting from damage to*



*the goods, and wherein the cargo insurance covers risk existing during transit of the goods, the transit not necessarily being limited to movement of the goods from a location of the seller to a location of the buyer.*

24. *(Previously Presented) The system of claim 2, wherein the cargo insurance is purchased by one of the seller and the buyer through the system, and wherein the cargo insurance is for the benefit of both the seller and the buyer.*

25-38. *(Canceled)*

39. *(Currently Amended) A computer-implemented method for facilitating transactions in goods over an electronic communication network, comprising:*  
*allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods;*  
*electronically storing the purchase order agreement;*  
*receiving electronic evidence over the electronic communication network that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;*  
*storing the electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;*  
*electronically providing over the electronic communication network an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction, wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer;*

*electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement;*

*electronically providing a payment instruction over the electronic communication network if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement;*

*receiving electronic evidence over the electronic communication network that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement;*

*storing the electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement;*

*determining, based upon one or more shipping terms comprising one or more Inco shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time;*

*automatically calculating by a computer processor a cargo insurance premium required to purchase the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods; and*

*determining that the cargo insurance, if purchased, must be purchased together by the seller and the buyer through the system such that the seller agrees to pay a first percentage of the premium required to obtain the cargo insurance and the buyer agrees to pay a second percentage of the premium.*

40. (Previously Presented) The method of claim 39, further comprising determining that an obligation to pay the insurance premium must be shared between the seller and the buyer such that each of the seller and the buyer are obligated to pay a specified percentage determined by the system.

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41. *(Canceled)*

42. *(Previously Presented) The method of claim 39, further comprising determining the first percentage and the second percentage, wherein the first percentage and the second percentage are determined to correspond with a ratio of the seller's risk of loss in relation to the one or more goods occurring during shipping and the buyer's risk of loss in relation to the one or more goods occurring during shipping.*

43. *(Previously Presented) The method of claim 42, wherein the ratio is determined based upon one or more shipping terms agreed to by the seller and the buyer and electronically stored by the system.*

44. *(Previously Presented) The method of claim 39, wherein the cargo insurance is purchased by one of the seller and the buyer through the system, and wherein the cargo insurance is for the benefit of both the seller and the buyer.*

### **Conclusion**

5. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Bijendra K. Shrestha whose telephone number is (571) 270-1374. The examiner can normally be reached on 8:00 AM-4:30 PM (Monday-Friday).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on (571) 272-6771.

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The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

BKS/3691  
02/27/2009

/Hani M. Kazimi/  
Primary Examiner, Art Unit 3691